

MAYOR & COUNCIL AGENDA COVER SHEET

MEETING DATE:

July 17, 2006

CALL TO PODIUM:

Patricia Patula, Planner

RESPONSIBLE STAFF:

Patricia Patula, Planner
Jacqueline Marsh, Planner

AGENDA ITEM:

(please check one)

<input type="checkbox"/>	Presentation
<input type="checkbox"/>	Proclamation/Certificate
<input type="checkbox"/>	Appointment
<input type="checkbox"/>	Public Hearing
<input checked="" type="checkbox"/>	Historic District Commission
<input checked="" type="checkbox"/>	Consent Item
<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	Resolution
<input type="checkbox"/>	Policy Discussion
<input type="checkbox"/>	Work Session Discussion Item
<input type="checkbox"/>	Other:

PUBLIC HEARING HISTORY:

(Please complete this section if agenda item is a public hearing)

Introduced	
Advertised	
Hearing Date	
Record Held Open	
Policy Discussion	

TITLE:**Historic District Commission**

Recommendation to Montgomery County Finance Department

Tax Credit Application:

TCE-56 Richard Needler, 13 Brookes Avenue

SUPPORTING BACKGROUND:

At their meeting of July 6, 2006, the Historic Preservation Advisory Committee reviewed this tax credit application and found that it meets the criteria for the Montgomery County Ten Percent Property Tax Credit.

After the Historic District Commission's review and recommendation, this application will be forwarded to the Montgomery County Department of Finance for final processing and approval.

(This application is coming to the HDC at a later time than the other tax credit applications processed in May, because the applicant initially filed with Maryland-National Capital Park & Planning Commission, who then forwarded it back to the City of Gaithersburg for processing.)

DESIRED OUTCOME:

Recommend approval to Montgomery County Department of Finance, finding this application meets the criteria for the historic property tax credit.

HISTORIC PRESERVATION MONTGOMERY COUNTY PROPERTY TAX CREDIT

CITY OF GAITHERSBURG INFORMATION SHEET

In September, 1984, the Montgomery County Council passed legislation providing for a tax credit against County real property taxes in order to encourage the restoration and preservation of privately owned structures located in the County and designated on the Master Plan for Historic Preservation individually or within a historic district (Chapter 52, Art. VI). In October, 1989, this legislation was extended to properties within municipalities which regulate historic structures under Maryland Annotated Code Article 66B, 8.01 et seq.

Work eligible for tax credit must meet the following criteria:

1. Be certified by the Historic District Commission (HDC) as contributing to restoration or preservation of sites listed on the Master Plan for Historic Preservation in Montgomery County, or on a municipal official zoning map, either individually or as a historic resource located within a historic district. "Non-historic" or "non-contributing" resources in a designated district may also be eligible on a case-by-case basis.
2. Be exterior work only.
3. Be undertaken with an approved Historic Area Work Permit, or
4. Be ordinary maintenance expenses which exceed \$ 1,000 when such work is certified by the Historic District Commission as having historic, architectural, or cultural value.
Note: All structures within a historic district are eligible for preservation tax credits - even new or "non-contributing" structures.
5. The work was done after September 21, 1979 or, in the case of municipalities, subsequent to the date of historic designation.
6. Work must be performed by a contractor with an approved Maryland State Home Improvement License and a valid license issued by Montgomery County. The Federal Tax Identification number of the contractor must also be provided.

The tax credit shall not be allowed for:

1. Any new construction including additions to existing buildings.
2. Interior work.
3. Work completed without the approval of the Historic District Commission.
4. The value of labor unless performed by a contractor licensed to do business in the County.

The tax credit shall be 10% of the amount expended and certified by the Historic District Commission as eligible.

The tax credit is allowed for the tax year immediately following the year in which the work or any portion thereof is completed. Any unused portion of this tax credit may be carried forward for as many as five (5) subsequent tax years.

If the property is removed from the Master Plan for Historic Preservation or the municipal official zoning map, any unused portion of the tax credit shall immediately lapse.

City of Gaithersburg • 31 South Summit Avenue • Gaithersburg, Maryland 20877 • Telephone: (301) 258-6330 • Fax: (301) 258-6336
 plancode@gaitthersburgmd.gov • www.gaithersburgmd.gov

HISTORIC PRESERVATION TAX CREDIT ELIGIBILITY (TCE) APPLICATION

Application TCE - <u>56</u>
Filing Date <u>3-30-06</u> *
HDC Decision _____
HDC Decision Date <u>7-17-06</u>
Inspection _____

In accordance with Chapter 52, Article VI of the Montgomery County Code.

** This application was initially filed w/ Montgomery County, who sent it to the City of Gaithersburg in June '06 for processing.*

OWNER OF RECORD

Name Richard Needler
 Address 13 Brookes Avenue
 Telephone Numbers 301-330-0941

I. In accordance with Chapter 52, Article VI, of the Montgomery County Code, I request a credit on my County property taxes for the following work:

- ☐ Restoration and preservation work, according to HDC guidelines, for an individually designated historic site or historic resource within a historic district, which was subject of an approved Historic Area Work Permit (HAWP).
- ☒ Ordinary maintenance on a historic site or historic resource within a historic district where the amount expended exceeds \$1,000 and was found by the HDC to have historic, architectural, or cultural value, and was approved for Tax Credit Eligibility (TCE).

II. The property is listed on the official City of Gaithersburg zoning map showing historically designated sites.

Property Address 13 Brookes Avenue
 Lot 7 Block 4 Subdivision Russell & Brookes Addition
 Property Tax Account Number 00843661 Historic Designation Date 4-20-1987
 Historic Designation Number HD-14 Historic Area Work Permit Number _____
 Building Permit Number (if applicable) _____

III. Summary of work performed.

1. _____
 2. _____
 3. _____
 4. _____
 5. _____
 6. _____
- See attached application.

continued on reverse side

For any **ordinary maintenance** performed, please write a statement showing that it has historic, architectural or cultural value. This statement should be as comprehensive as possible for it serves as the basis for the tax credit approval. Use additional page if necessary.

See attached
application

- IV. ☐ I have filled out the Receipts Transmittal Form and have attached to it **all** receipts for the work for which I am claiming a credit.
- V. ☐ I have attached **original before and after photos** showing completed work.

ACCEPTANCE OF APPLICATION: The material listed above is required to constitute a **complete** application. Applications will be formally accepted for processing only after staff has reviewed for **completeness**. Applicants will be contacted if additional information is needed.

I hereby have read, understand and, agree to the material presented on both sides of this form, and the attached information sheet, and understand that the Montgomery County Department of Finance ultimately determines the tax credit.

I hereby declare and affirm under penalties of perjury that the facts and matters contained in this application and transmittal of attachments are true and correct to the best of my knowledge, information and belief.

Applicant's Signature _____

Date _____

Application for Historic Preservation Tax Credit

RICHARD NEEDLER

Owner's Name

13 BROOKES AVE, GAITHERSBURG, MD 20877

Owner's Mailing Address

301-330-0941

Daytime Telephone Number

- I. In accordance with Chapter 52, Article VI, of the Montgomery County Code, I request a credit to my County property taxes for the following work:

 Restoration and preservation work for an individually-designated historic site or historic resource within a historic district which was the subject of an approved Historic Area Work Permit (HAWP) and qualifies under Chapter 52, Article VI.

☒ Ordinary maintenance on a historic site or historic resource within a historic district where the amount expended exceeds \$1,000.

- II. The property is listed on the *Master Plan for Historic Preservation* as:

Site Name or Historic District: BROOKES, RUSSEL AND WALKER

Address: 13 BROOKES AVENUE

Property Tax Account Number: 00843661

HAWP Number (if applicable):

Building Permit Number (if applicable):

- III. I have completed the Receipts Transmittal Form on the reverse and am forwarding all necessary receipts and photographs. RM (check or initial)

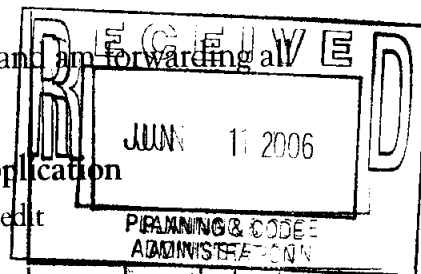
NOTE: Please Submit 2 Copies of the Complete Application

How To Apply For The Historic Preservation Tax Credit

1. For projects completed and paid for during the previous year, file the tax credit application form and attachments with the HPC. The address is printed below. APPLICATIONS SHOULD BE POSTMARKED BY APRIL 1.
2. Complete both the Application Form and the Receipts Transmittal Form and return them together with documented receipts and clear, print photographs thoroughly showing the completed work. Please attach photographs to single sides of 8 1/2" x

11" paper, labeling the photographs on the front. Proof of payment must be shown by receipts marked "paid" or by canceled checks.

The receipts must be itemized so that eligible exterior expenses are clearly marked and separated from any non-eligible expenses. If your receipt shows one price for a project that also included interior work or new construction, have your contractor break down the eligible expenditures. Expenditures must be clearly listed on the Receipts Transmittal Form and keyed to the copies of the receipts.



Receipts Transmittal Form

Itemize expenditures below, keying them to the receipts.

I hereby certify that the attachments hereto are receipts for actual expenditures made in connection with the restoration and preservation of the structure referred to above. I affirm that the facts and matters contained in this transmittal are true and correct to the best of my knowledge.

Date _____

True Custom Painting Co.

1-800-285-4903

301 460-8200

301-294-0058

Friday 877-733-7777



- PAINTING
- WALLPAPER REMOVAL
- PLASTER
- STAINING
- STUCCO

- Interior/Exterior
- Experienced Staff
- Top Line Paints

- Excellent References
- Work Guaranteed
- High Reach Specialists

Invoice Number

Date

7/23/03

Appointment Time

6-7

Referral Source

vat pak

Insured, Licensed & Bonded

ALL SURFACES TO BE SCRAPED, SANDED, CAULKED, PUTTIED, GLAZED AND SPOT PRIMED WHERE NECESSARY BEFORE PAINTING

Job Address

Name: Melissa Morris

Home Phone: 301 330-0941

Address: 13 Brookes Ave.

Work Phone:

Gaith, md 20877

Start

Finish

Interior

- ☐ Windows
- ☐ Screen Windows
- ☐ Storm Windows
- ☐ Dormers
- ☐ Doors
- ☐ Screen Doors
- ☐ Garage Doors
- ☐ Garage
- ☐ Overhang
- ☐ Facia Boards
- ☐ Siding
- ☐ Shingles
- ☐ Cross Boards
- ☐ Shutters
- ☐ Stucco
- ☐ Columns
- ☐ Porch
- ☐ Steps
- ☐ Iron Railing
- ☐ Fence
- ☐ Drain Pipes
- ☐ Storage Rooms
- ☐ Lattice

EXTERIOR

We are responsible for scrapping, plastering, sanding, caulking, priming, and painting the overhang, fascia, gutter, windows, siding, front porch with floor, garage, shingles, storm windows, railing, and the doors.

* We are to replace any rotten wood.

* We are to power wash the house.

Materials include 2 coats of primer where necessary and 2 coats of paint from Sherwin Williams or Duron.

15% off of \$ 7860-

To spray the siding instead of rolling take off \$ 430-

TOTAL LABOR & MATERIAL \$ 6681-

CUSTOMER SIGNATURE

AUTHORIZED SIGNATURE

Thank You
For
Selecting
True Custom
Painting Co.

4

Hearn INSULATION and IMPROVEMENT CO., INC.
9170 BROOKVILLE ROAD, SILVER SPRING, MARYLAND 20910
Phone: 301-565-9300 Fax: 301-565-0611

SINCE
1936

To

License No.

Contract No.

Date

The undersigned, hereinafter called the Contractor, proposes to furnish and install

according to the following specifications, in properties at

(Product)

The Contractor shall be permitted to proceed with this work approximately on or about acceptance by you and by the Contractor, will, subject to unforeseen contingencies, commence work on or about said date; and will complete this work approximately on or about said date; and will Payment of the above work to be made as follows:

(A) Cash Price \$ 2,175.00 With Order \$ 1,000.00 * Balance \$ 1,175.00

This agreement shall become binding only upon written acceptance by the Contractor or upon the Contractor commencing performance and upon such acceptance or commencement of performance this shall constitute the entire contract and be binding upon the parties hereto, there being no covenants, promises, warranties or agreements, written or oral, expressed or implied, except as herein set forth. No Sales Representative of the Contractor has authority to alter the terms of this agreement in any particular. It is further agreed that:

(A) The Contractor is hereby authorized to make all such openings as are necessary for the fulfillment of this agreement and will close all such openings in a neat and workmanlike manner. In case of openings thru Stucco, Brick Veneer, Asbestos Shingles, it is sometimes impossible to match perfectly the color or texture of existing materials and the Contractor will not be responsible in case of its inability to do so.
(B) The Contractor shall not be responsible for damage, delay or default in starting or completing work to be performed where occasioned by any causes of any kind or extent beyond its control, including, but not limited to, Acts of God or of the public enemy, armed conflict or economic dislocation resulting therefrom, embargoes; delay or shortages of labor, materials, production facilities or transportation; labor difficulties; civil disorders; action of civil or military authorities (including priorities and allocations); adverse weather, fires, floods and accidents. The Contractor carries Workman's Compensation and Public Liability insurance, but does not assume risks of any character under this contract other than covered by such insurance.
(C) In the event that the contract price is not timely paid in full to Hearn Insulation & Improvement Company, Inc., the customer agrees to reimburse Hearn Insulation & Improvement Company, Inc. for all attorneys' fees and costs for litigation or arbitration expended by Hearn Insulation & Improvement Company, Inc. in pursuing collection of amounts due under this contract.

(D) The proposal is limited to days acceptance from date hereof.

NOTICE TO OWNER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights. You may rescind or cancel contract up to 72 hours after signing.

The Owner hereby accepts this contract.

Accepted 10/14/05
Signature

Signature

*Cash in Amount of \$ Received

Representative

HEARN INSULATION & IMPROVEMENT CO.

Contractor

Representative

Manager or Owner



REAR OF THE HOUSE - BEFORE PAINTING
13 BROOKS AVENUE



FRONT OF THE HOUSE - BEFORE PAINTING



FRONT OF THE HOUSE - AFTER PAINTING
13 BROOKS AVENUE



THE REWORKED ROOF